Glucerna "Buy a Pack, Get Paid Back" Rebate Program (the "Program")

Official Terms and Conditions

PURCHASE IS NECESSARY. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT ARE REQUIRED. A mobile device may also be used to participate. Standard data and messaging rates may apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS

By participating in the Program (defined below), you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Terms and Conditions (the "**Terms and Conditions**").

2. ELIGIBILITY

Participation in the Program is only open to legal residents of the 50 states in the United States and the District of Columbia (the "Jurisdiction"), 18 years of age or older at the time of participation (each such resident, a "Participant", or "you"). Employees, members, representatives, directors, or officers of Abbot Laboratories. (the "Sponsor"), Snipp Interactive Inc. (the "Administrator") and their affiliated and related companies (including, without limitation, their respective parent, sister and subsidiary companies, advertising and promotional agencies, or other party in any way involved in the development or administration of this Program (collectively, the "Program Parties"), suppliers of materials or services related to the Program, or a member of the immediate family or household of any such person, are excluded from participation in the Program. In these Terms and Conditions, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses, and commercial and non-commercial entities cannot participate in the Program. If the Participating Product is reimbursable by a federal health care program or Massachusetts private insurer, then Participants who have the product paid for by those programs or insurers are excluded from the Program.

In addition, Health Care Professionals and Government Officials are not eligible for the Program. "Health Care Professional" shall mean any medically licensed or scientifically trained professional using or expected to use such license or training in his or her work providing health care (examples include physicians, pharmacists, nurses, researchers, and laboratory staff), as well as any person making purchasing or usage decisions for a health care institution (examples include administrators and purchasing personnel for medical facilities) about Sponsor products. This definition applies no matter where the provision of health care occurs, whether in a private facility, or one owned by or affiliated with government. "Government Official" shall mean any person who is employed by an entity which is owned, controlled, funded or operated by any level of government in any country, as well as any person acting as a government agent or representative.

In the event that the Program is challenged by any regulatory authority, Sponsor reserves the right to discontinue or modify the Program or to disgualify participants in the affected geographic areas. Void wherever prohibited by law.

The following limits apply: a) 1 Reward per household for the entire Program Period; and b) five thousand (5,000) Rewards in total

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions, to enter or otherwise participate in or to disrupt this Program, then he/she may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Sponsor, other Program Parties, and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete submissions (all of which are void).

3. THE PROGRAM

Sponsor is offering an eligible Participant the opportunity to receive a rebate in the amount of the purchase price of the Qualifying Purchase (after discounts and excluding taxes) up to a **maximum of fifteen dollars (\$15)** in the form of a Digital Prepaid Card, Venmo Credit or PayPal Credit (the "**Reward**") **while supplies of Rewards last**, when such Participant purchases one (1) or more Participating Products (defined below), from any participating retail store in the Jurisdiction (each, a "**Participating Retailer**"), within one (1) transaction (one (1) single sales receipt) during the Purchase Period (defined below)(such purchase, a "**Qualifying Purchase**") and submits the receipt during the Submission Period (defined below). The following limits apply: **a) 1 Reward per household for the entire Program Period**; and b) **five thousand (5,000) Rewards in total.**

See Section 5 for how to submit a request to participate and participate in this Program.

<u>Exhibit A</u> to these Terms and Conditions lists out the authorized participating products for the purposes of this Program (while supplies last, and subject to inventory) (the "**Participating Products**"); and (b) participating United States retail stores for the purposes of this Program (the "**Participating Retailers**").

4. PROGRAM PERIOD AND KEY DATES

The Program is scheduled to begin on **January 02**, **2024**, **at 12:00:00 a.m. Eastern Time** and is scheduled to end on **March 31**, **2024**, **at 11:59:59 p.m. Eastern Time**, or such earlier date and time when all available Rewards have been distributed (the "**Program Period**").

- (i) <u>Purchase Period:</u> From January 02, 2024, at 12:00:00 a.m. Eastern Time to March 15, 2024, at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (the "**Purchase Period**"). All Qualifying Purchases must be made within the Purchase Period in order to be eligible for this Program.
- (ii) <u>Submission Period:</u> From January 02, 2024, at 12:00:00 a.m. Eastern Time to March 31, 2024, at 11:59:59 p.m. Eastern Time, or such earlier date and time when all available Rewards have been distributed (the "**Submission Period**"). All receipts must be submitted within the Submission Period in order to be eliqible for this Program.

The Program Period (including the scheduled start date and end date) may be modified or terminated at any time at the sole discretion of the Sponsor and without notice.

To be eligible to receive a Reward, purchases of Participating Products (as defined in Section 3) must be made within one (1) transaction (one (1) single sales receipts) at a Participating Retailer (as defined in Section 3) during the Purchase Period, while supplies last and in full compliance with these Terms and Conditions. Receipts must be received within the Submission Period in accordance with these Terms and Conditions. Rewards must be used in accordance with these Terms and Conditions and in accordance with the Reward Provider Terms (defined below in Section 8). Each Reward is unique and can only be used up to the value of the Reward.

5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) During the Purchase Period, purchasing one (1) or more Participating Products from a Participating Retailer within one (1) transaction (one (1) single sales receipt); (B) ensuring that the applicable sales receipt identifies the Participating Retailer and date of purchase (ensure it is within the Purchase Period); (C) taking a photograph (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) of the sales receipt in its entirety (such photograph, a "**Receipt Image**") (note: Participants are encouraged to blank out any personal information that appears on the sales receipt); and (E) during the Submission Period, following any of the submission methods listed below to submit the Receipt Image:

(i) <u>Text to Submit</u>. Text the keyword **GLUCERNA15** to **811811**. Participant will receive a text message with optout instructions and disclosure for receipt of up to eight (8) automated text messages to the number provided, along with instructions for submission. Follow instructions and submit Receipt Image. Upon texting Receipt Image, Participants will be sent a link to a registration form for the Program; allow approximately 24 hours to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number) and by reading and accepting any required terms and conditions. See Section 5A below for important restrictions

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on Program participation via text.

- (ii) **Email to Submit.** Email Receipt Image to redeem@glucernarebate.com. Upon emailing Receipt Image, Participants will be sent a link to a registration form for the Program; allow approximately 24 hours to receive the link**. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number) and by reading and accepting any required terms and conditions.
- (iii) <u>Visit Program Site to Submit</u>. Visit https://www.glucernarebate.com (the "Program Site"). Participants will receive further instructions on uploading the Receipt Image and registering for the Program. Complete the registration form by entering true and accurate information in the required fields (including, First Name, Last Name, Street Address, City, State/Province, Zip/Postal Code, E-Mail, Phone Number). Follow instructions and submit Receipt Image (including reading and accepting any required terms and conditions) and register for the Program.

Registering at the Program Site is the only way to receive your Rewards, which will be sent via email, 48 hours after verification in accordance with these Terms and Conditions. Without the information supplied via registration, we cannot send you your Rewards.

**Provision of link to registration form via text message or email merely indicates that photo of Receipt Image was received but is not otherwise binding upon Sponsors. Without limiting the foregoing, provision of link does not constitute a representation by Sponsors that Image has been validated in accordance with these Terms and Conditions.

5A. YOUR CONSENT

By texting **GLUCERNA15** to 811811, you expressly consent to receive text messages pertaining to this program only, via automated telephone dialing system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for Help or STOP to Stop receiving text messages. Terms and Conditions and Privacy Policy of texting at www.snipp.com/terms-and-conditions. and www.snipp.com/privacy-policy. Message and data rates may apply. The text message you send is your electronic signature agreeing to these Terms and Conditions, and to giving electronic written consent as set forth above. Carrier specific charges for text messages and data may apply for each message sent or received, depending on your individual carrier's cellular pricing plan, in accordance with your cellular customer agreement. Participants may only participate in the Program if they are using a supported device. SMS/MMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities for specific instructions. Program Parties make no quarantee that any particular wireless service provider will participate. Check with your service provider for details. By selecting to participate via text messaging, the Participant grants permission to the Program Parties to communicate via return text message and must agree to accept all applicable charges associated therewith. Wireless service providers may charge Participant for each text message, including any error message that is sent and received in connection with the Program, based on the applicable wireless service plan. Participant is responsible for all applicable fees and taxes associated with submitting a Receipt Image.

6. PROCESSING OF SUBMISSIONS

Processing a Receipt Image will take 48 hours from the time the Receipt Image is received by or on behalf of the Administrator. Once a Participant's Receipt Image is processed, such Participant will be notified via email, whether such Receipt Image has been successfully validated (proceed to Section 7 and Section 8) or a reason why such Receipt Image could not be processed at such time, as determined by the Administrator in its sole and absolute discretion. It is the responsibility of the Participant to check the applicable email account/phone for such notification including in the inbox, spam, or junk folders. The Released Parties do not assume any responsibility and are not responsible for electronic communications which are undeliverable for any reason, including (but not limited to) as a result of any form of active or passive filtering of any kind or insufficient space in a participant's mailbox or telephone to receive e-mail messages, text message or other communications. All Receipt Images become the property of Released Parties and will not be returned. Program is void where taxed, prohibited, or restricted by law. Receipts obtained through unauthorized means or illegitimate channels (i.e., other than via a purchase of Participating Products from the Participating Retailers) will be void. Receipts that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole discretion. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or

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other markings not recognized by the Program Parties; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of coupons; or (viii) is incorrectly or incompletely entered or submitted.

7. VERIFICATION

All Receipt Images and Participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Receipt Image and/or other information for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with the Sponsor's interpretation of the letter and spirit of these Terms and Conditions. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor or its Administrator, may result in disqualification in the sole and absolute discretion of the Sponsor. Proof of transmission (screenshots or captures etc.), or attempted transmission of a submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Program computers, Administrator or Sponsor. The sole determinant of the time for the purposes of this Program will be the official time-keeping device(s) used by the Administrator.

8. DISTRIBUTION OF REWARDS

8A Rewards through Venmo or Paypal

Upon completion of the registration form by Participant and successful verification of the receipt by Sponsor, the Reward will be automatically distributed according to the Venmo or PayPal details provided.

Venmo is not a sponsor of the rewards or otherwise affiliated with Sponsor. The logos and other identifying marks attached are trademarks of Venmo. Venmo Terms and Conditions can be found here: https://venmo.com/legal/us-user-agreement/

PayPal is not a sponsor of the rewards or otherwise affiliated with Sponsor. The logos and other identifying marks attached are trademarks of PayPal. PayPal Terms and Conditions can be found here: https://www.paypal.com/ca/webapps/mpp/ua/useragreement-full

8B Rewards through Digital Prepaid Card

Upon completion of the registration form by Participant and successful verification of the receipt by Sponsor, Participants who are eligible to receive the offer of Reward via a Digital Prepaid Card will receive an email from the Administrator (the "**Email**") with instructions on how to redeem such Reward, including by clicking on a provided link (the "**Reward Instructions**"). The Email shall be delivered to the email address Participant provided during registration. Allow at least 48 hours from successful validation of Submission for delivery of the Email. The Reward must be redeemed within 4 months of the Email communication, or the Reward will expire. Reward shall expire as dictated by the card issuer and communicated by Administrator, see below for additional details. All Rewards qualify as "loyalty, award, or promotional gift cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act.

No responsibility is assumed by the Released Parties for any emails that are undeliverable or for any communication after the Email has been sent to the Participant. Rewards must be redeemed in accordance with these Terms and Conditions and the Reward Instructions. To use the Reward, follow the Reward Instructions provided in the Email communication.

8C Rewards Generally

Rewards are subject to the terms and conditions of the issuers. The Program Parties are not responsible for (as

applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted or undelivered Rewards or transmissions (whether sent by or to the Participant), regardless of cause. The Program Parties are not responsible for (a) any incomplete, incorrect or inaccurate information whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site (or mobile web site), Rewards or transmissions (whether sent by or to a Participant); and (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of email or text on account of technical problems or traffic congestion on the Internet or at any web site (or mobile web site) or any combination thereof. Without limiting the foregoing, Program Parties expressly disclaim any and all liability for Rewards or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email and/or text transmissions or for any other reason. Program Parties further disclaim any and all liability for physical Rewards which are returned as undeliverable mail or otherwise not received by Participant for any reason.

All aspects of each Reward will be determined by the Sponsor in its sole and absolute discretion subject to availability. Each Reward must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Reward or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Rewards will only be awarded to the person whose verifiable full name and valid e-mail and/or mailing address appears on the registration form associated with the Receipt Image in question. The Participant is responsible for any damage/loss due to use of a Reward and will be responsible for any legal repercussions arising due to the Reward being prohibited by law or by any other cause whatsoever from claiming, using or owning the Reward. The Released Parties will not have any liability for any defects, mechanical or otherwise, in respect of the Reward. By participating in the Program, you agree (i) to release, discharge, indemnify and hold harmless the Released Parties from any liability, losses, claims or damages which may arise out of participation in the Program or out of the acceptance, use, misuse, or possession of any Reward. Without limiting the generality of the previous sentence, the Released Parties will not be liable for any loss; consequential, incidental, special, or exemplary damages; or harm of whatsoever nature and howsoever arising, suffered by any Participant or any third party, as a result of the use of, or inability to use, the Reward by the Participant and/or such third party or any other cause whatsoever.

9. MODIFICATION AND/OR TERMINATION OF PROGRAM

Sponsor reserves the right to modify the Program, including without limitation the Terms and Conditions governing the Program, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify, or cancel the Program (including the Program Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

10. GENERAL CONDITIONS

All Submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S

INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms and Conditions. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Submissions.

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Receipt Image and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Receipt Image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Receipt Image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or a cell phone number by a participating cellular carrier. A Participant may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the Receipt Image in question.

The Sponsor will not share your personal information with others except as provided in the Sponsor's privacy policy and to third parties who are retained by Sponsor to manage and fulfill this program.

In the event of any discrepancy or inconsistency between these Terms and Conditions and disclosures or other statements contained in any Program-related materials, including, but not limited to, any point of sale, television, print or online advertising, and/or any instructions or interpretations of these Terms and Conditions given by any representative of the Sponsor or Administrator, the terms and conditions of these Terms and Conditions shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Program will be governed by and construed in accordance with the domestic laws of Lake County, Illinois, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

11. PRIVACY

By participating in this Program, each Participant expressly consents to the Sponsor, Administrator, their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: https://www.abbott.com/privacy-policy.html) This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

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12. **LIABILITY**

IN NO EVENT SHALL SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, ITS FRANCHISEES OR LICENSEES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THESE PROGRAM TERMS AND CONDITIONS, SPONSOR'S OPERATION OF THE PROGRAM, OR EARNING OR REDEMPTION OF REWARDS POINTS, AND OTHER PROGRAM BENEFITS.

THIS PROGRAM, AND ALL CONTENT AVAILABLE ON THE RELATED WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN PARTICULAR AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, ITS FRANCHISEES OR LICENSEES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE PROGRAM OR RELATED WEBSITES, OR THE CONTENT OF ANY WEBSITES OR ONLINE SERVICES LINKED TO OR INTEGRATED WITH THE WEBSITE OR MOBILE APPLICATIONS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, ITS FRANCHISEES OR LICENSEES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THE PROGRAM, OR EARNING, PAYMENT OR REDEMPTION OF REWARDS, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any warranty or limit our liability, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

13. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

- (a) If a dispute arises between the Parties, the Parties shall follow the alternative dispute resolution provisions provided for in this document. To begin the adr process, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations within twenty-eight (28) days after such notice is received (all references to "days" in this adr provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an adr proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.
- (b) To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR
- (c) Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial, and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party or its affiliates
- (d) No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a

location agreed upon by the parties. If the parties cannot agree on a location, the location shall be in Cook County, Illinois, U.S.A.

At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral(s):

- (i) A copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;
- (ii) A list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
- (iii) A proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.
- (iv) A brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the adr proceeding.
- (e) Except as expressly set forth in subparagraphs (d)(I) (d)(IV) above, no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.
- (f) The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:
 - (i) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.
 - (ii) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.
 - (iii) The Party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.
 - (iv) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.
 - (v) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.
- (g) Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.
- (h) The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.
- (i) The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:
 - (i) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
 - (ii) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a

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- reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.
- (j) The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.
- (k) Except as provided in section(i) or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed confidential information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of confidential information.
- (I) All ADR hearings shall be conducted in the English language.

14. SPONSOR/ADMNISTRATOR

<u>Sponsor</u>: Abbott Laboratories; 100 Abbott Park Road, Abbott Park, IL 60064-6048 ("<u>Sponsor</u>") <u>Administrator</u>: Snipp Interactive, 6708 Tulip Hill Terr, Bethesda, MD 20816 ("<u>Administrator</u>")

EXHIBIT A

A. Participating Products

	070074
Glucerna Original Shake Rich Chocolate 8 oz 6 pack	578057
Glacerna Original Shake Nich enocolate o oz o pack	070074
Glucerna Original Shake Homemade Vanilla 8 oz 6 pack	578026
Glaceria Original Shake Homemade Vanilla 0 02 0 pack	070074
Glucerna Original Shake Creamy Strawberry 8 oz 6 pack	578088
Glaceria Original Shake creamy Strawberry 8 02 8 pack	070074
Glucerna Hunger Smart Classic Chocolate Shake 10 oz 6 pack	628875
Glucerna Huriger Smart Classic Chocolate Shake 10 02 0 pack	070074
Glucerna Hunger Smart Classic Vanilla Shake 10 oz 6 pack	628844
Glucerna Huriger Smart Classic Varilla Shake 10 02 0 pack	070074
Chicarna Hungar Smart Classic Strawbarny Shaka 10 az 6 nask	665351
Glucerna Hunger Smart Classic Strawberry Shake 10 oz 6 pack	
Clusorna Hungar Smart Classic Chasalata 16 oz 4 nask	070074 670713
Glucerna Hunger Smart Classic Chocolate 16 oz 4 pack	
Chicagona Llungay Crack Classic Vanilla Chake 16 oz 4 nack	070074
Glucerna Hunger Smart Classic Vanilla Shake 16 oz 4 pack	670683
Character Database Country Disk Character 44 and 4 and 4	070074
Glucerna Protein Smart Rich Chocolate 11 oz 4 pack	681764
	070074
Glucerna Protein Smart Vanilla 11 oz 4 pack	681726
	070074
Glucerna Snack Shake Rich Chocolate 8 oz 4 pack	598604
	070074
Glucerna Snack Shake Homemade Vanilla 8 oz 4 pack	598574
	070074
Glucerna Mini Treats Chocolate Caramel 0.70 oz 6 bars	630298
	070074
Glucerna Mini Treats Chocolate Peanut 0.70 oz 6 bars	630328

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Abbreviated Rules:

Valid on purchases from January 02, 2024, to March 15, 2024 and submitted by 03/31/2024. Limited to one rebate per household and 5,000 rebates in total. Terms apply. Full Terms and Conditions can be found at www.GlucernaRebate.com ***Msg & Data Rates May Apply. By texting GLUCERNA15 to 811811 you consent to receive up to 8 promotional text messages pertaining to this program only, via an automatic telephone dialing system to the number you provided, from Snipp Interactive Inc. Message frequency varies. Txt HELP for Help or STOP to Stop. Terms and Conditions and Privacy Policy of texting at www.snipp.com/terms-and-conditions and www.snipp.com/terms-and-conditions and www.snipp.com/privacy-policy. *Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

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